

**IN THE CIRCUIT COURT OF BENTON COUNTY, ARKANSAS  
CIVIL DIVISION**

**KRISTEN H. SINCLAIR,  
Personal Representative of  
THE ESTATE OF RICKY LYNN SINCLAIR**

**PLAINTIFF**

**VS.**

**CASE NO. 04CV-23-\_\_\_\_\_**

**JENNIFER ANN POOLE and  
MARY COCKRELL**

**DEFENDANTS**

**COMPLAINT & REQUEST FOR INJUNCTIVE RELIEF**

Comes now the Plaintiff Kristen H. Sinclair, by and through her attorneys AR Law Partners, PLLC, and for her Complaint & Request for Injunctive Relief filed against Defendants Jennifer Ann Poole and Mary Cockrell states:

**PARTIES, JURISDICTION, and VENUE**

1. Plaintiff, Kristen H. Sinclair, is a resident of Santa Clara County, California. Kristen was appointed as Personal Representative of the estate of Ricky Lynn Sinclair on July 17, 2023, as evidenced by Exhibit "A," which is attached hereto and incorporated by reference herein.
2. Defendant, Jennifer Ann Poole, is an individual resident of Benton County, Arkansas.
3. Defendant, Mary Cockrell, is an individual resident of Benton County, Arkansas.
4. A substantial part of the events giving rise to this cause of action occurred in Benton County, Arkansas.
5. The Court has jurisdiction of the subject matter hereof and the parties hereto and venue is proper.

## **STATEMENT OF FACTS**

6. Ricky Lynn Sinclair died on July 5, 2023.
7. Plaintiff, Kristen H. Sinclair, is the daughter of Ricky Lynn Sinclair.
8. Defendant, Mary Cockrell, is the biological sister of Ricky Lynn Sinclair.
9. On or around August 4, 2022, Ricky Lynn Sinclair was involved in a motorcycle accident resulting in multiple serious injuries, including a traumatic brain injury.
10. On August 26, 2022, Defendant, Mary Cockrell, filed a Petition for Appointment of Guardian of the Person and Estate and Request for Emergency Relief in Benton County Circuit Court Case No. 04PR-22-938, seeking emergency guardianship of the person and estate of Ricky Lynn Sinclair. See Exhibit “B” attached hereto and incorporated by reference herein.
11. Defendant, Jennifer Ann Poole, signed an Affidavit in Support of Mary Cockrell being appointed Emergency, Temporary and Permanent Guardian of Ricky Lynn Sinclair, which was attached to the aforementioned Petition for Appointment of Guardian. See Exhibit “B.”
12. The Court entered an Ex Parte Order appointed Mary Cockrell guardian on August 26, 2022, finding that there were facts to justify the immediate appointment of a guardian on an emergency basis. See Exhibit “C” attached hereto and incorporated by reference herein.
13. On September 7, 2022 Ricky Lynn Sinclair’s daughter, Autumn Sinclair, filed a motion to intervene and competing guardianship petition in the same proceeding (Benton County Circuit Court Case No. 04PR-22-938). See Exhibit “D” attached hereto and incorporated by reference herein.
14. Thereafter, a temporary hearing was held on September 8, 2022, and thereafter, the Court entered a Temporary Order on September 13, 2022, finding that, based upon the evidence presented at the hearing, it was evident that Mr. Sinclair was in need of a temporary guardianship

and that there was imminent danger to the health and property of Mr. Sinclair. See Exhibit “E” attached hereto and incorporated by reference herein.

15. Autumn Sinclair’s petition for guardianship was not heard at the September 8, 2022 hearing due to timing and service.

16. Autumn Sinclair withdrew her guardianship petition on October 15, 2022.

17. The temporary guardianship order required Defendant Mary Cockrell to keep Autumn Sinclair informed of any medical or financial updates or any medical or financial decisions that Mary Cockrell makes on Ricky Lynn Sinclair’s behalf. See Exhibit “E.”

18. That almost immediately after the Temporary Order was entered, Mary Cockrell began restricting Autumn Sinclair from communicating with or having access to Ricky Lynn Sinclair. Mary Cockrell did not keep Autumn Sinclair informed of any financial decisions she made on behalf of Ricky Lynn Sinclair.

19. On or around November 9, 2022, an Order Appointing Guardian was entered continuing the guardianship of Ricky Lynn Sinclair, specifically finding that “the Ward is an incapacitated person and is in need of a Guardian of the person and estate.” See Exhibit “F” attached hereto and incorporated by reference herein.

20. At the time of his accident, Ricky Lynn Sinclair owned two parcels of real property:

- a. A home located at 2811 Parkwood Drive, Rogers, Arkansas 72756 that Ricky Lynn Sinclair purchased on February 18, 2022, that he used as his primary residence; and
- b. A home located at 3007 W Parkwood Drive, Rogers, Arkansas 72756 that Ricky Lynn Sinclair purchased on June 4, 2021, that a family member was renting from him.

21. On or around November 18, 2022, while the aforementioned guardianship was still in effect and the Ward was still incapacitated, real estate owned by Ricky Lynn Sinclair located at 3007 W Parkwood Drive, Rogers, Arkansas 72756 was listed for sale without prior knowledge or permission of the Court. See Exhibit “G” attached hereto and incorporated by reference herein.

22. On December 3, 2022, while the aforementioned guardianship was still in effect and the Ward was still incapacitated, an IRA Application was completed by either Ricky Lynn Sinclair, or someone purporting to be Mr. Sinclair, with TD Ameritrade and that was managed by Mach 1 Financial Group. Said Application was electronically signed by “Rick L Sinclair.” See Exhibit “H” attached hereto and incorporated by reference herein.

23. Aforementioned IRA Application named Defendant, Jennifer Poole, as the sole beneficiary of the newly created IRA account ending in 1368. See Exhibit “H.”

24. On December 8, 2022, Defendant, Mary Cockrell, executed and personally signed an Account Supplement, with Mach 1 Financial Group/TD Ameritrade, changing ownership of account ending in 1368 to herself using the guardianship documents to effectuate said change without the consent of Ricky Lynn Sinclair. See Exhibit “I” attached hereto and incorporated by reference herein.

25. On or around December 3, 2022, an investment account was created with Mach 1 Financial Group and/or TD Ameritrade in the name of “Rick L Sinclair” ending in 1362.

26. On December 3, 2022, while the aforementioned guardianship was still in effect and the Ward was still incapacitated, a beneficiary designation form for account ending in 1362 was electronically executed by either Ricky Lynn Sinclair, or someone purporting to be Mr. Sinclair, naming Defendant, Jennifer Poole, as the sole beneficiary of account ending in 1362. See Exhibit “J” attached hereto and incorporated by reference herein.

27. On December 8, 2022, Defendant, Mary Cockrell, executed and personally signed an Account Supplement, changing ownership of account ending in 1362 to herself using the guardianship documents to effectuate said change without the consent of Ricky Lynn Sinclair. See Exhibit “K” attached hereto and incorporated by reference herein.

28. On or around January 2023, another investment account was created with Mach 1 Financial Group and/or TD Ameritrade in the name of “Rick L Sinclair” ending in 2346.

29. On January 25, 2023, a beneficiary designation form for account ending in 2346 was electronically executed by either Ricky Lynn Sinclair, or someone purporting to be Mr. Sinclair, naming Defendant, Jennifer Poole, as the sole beneficiary of account ending in 2346. See Exhibit “L” attached hereto and incorporated by reference herein.

30. All three aforementioned beneficiary designation forms identify Defendant, Jennifer Ann Poole, as the “fiancé” of Ricky Lynn Sinclair. Prior to the accident, Mr. Sinclair had not proposed to Defendant Poole and had never held her out to be more than his girlfriend or his friend.

31. On December 15, 2022, while the aforementioned guardianship was still in effect and the Ward was still incapacitated, Ricky Lynn Sinclair executed a Last Will and Testament, leaving Specific Bequests to Defendant, Jennifer Ann Poole, and Defendant, Mary Cockrell. Said Last Will and Testament was drafted by the same law firm that Defendant, Mary Cockrell, used to file the Guardianship. See Exhibit “M” attached hereto and incorporated by reference herein.

32. Upon information and belief, at the time Ricky Lynn Sinclair executed the aforementioned Last Will and Testament, he also executed a Power of Attorney naming Defendant, Jennifer Poole, as his agent.

33. On January 17, 2023, a Motion to Terminate Guardianship was filed by Defendant, Mary Cockrell, stating that “the Ward’s cognitive ability is no longer impaired to the point of needing a guardian.” See Exhibit “N” attached hereto and incorporated by reference herein.

34. In her Motion to Terminate Guardianship, Defendant, Mary Cockrell, misrepresents to the Court that “there are no actions the Petitioner took that would require a final accounting.” See Exhibit “N.”

35. Defendant, Mary Cockrell, never filed an Accounting or an Inventory in Benton County Case No. 04PR-22-938.

36. On January 18, 2023, an Order Terminating Guardianship was entered in Benton County Circuit Court Case No. 04PR-22-938, without a hearing or any proof being presented that the Ward was no longer incapacitated or in further need of a guardian. See Exhibit “O” attached hereto and incorporated by reference herein.

### **COUNT I – BREACH OF FIDUCIARY DUTY**

37. Plaintiff restates and incorporates the allegations of fact contained in Paragraph 1 through 36 as if restated fully herein.

38. As the guardian of Sinclair, Defendant, Mary Cockrell, had a fiduciary duty to exercise due care and to protect the estate of Ricky Lynn Sinclair and to preserve it, pursuant to Ark. Code Ann. § 28-65-301(b)(1)(A).

39. Additionally, as the guardian of Sinclair, Defendant, Mary Cockrell, had a fiduciary duty to account for the estate of Ricky Lynn Sinclair faithfully, pursuant to Ark. Code Ann. § 28-65-301(b)(1)(B).

40. Further, as the guardian of Sinclair, Defendant, Mary Cockrell, had a fiduciary duty deliver the assets of the ward to the persons entitled to them at the termination of the guardianship, pursuant to Ark. Code Ann. § 28-65-301(b)(1)(E).

41. Defendant, Mary Cockrell, breached her fiduciary duty by failing to exercise due care and to protect the estate of Ricky Lynn Sinclair when she permitted Mr. Sinclair to execute estate documents during the time that he was incapacitated and during the term of the guardianship.

42. Defendant, Mary Cockrell, breached her fiduciary duty by failing to fully inventory and account for the estate of Ricky Lynn Sinclair during and at the termination of the guardianship.

43. During the term of the guardianship, Defendant Cockrell moved, reinvested and attempted to sell almost every asset owned by Mr. Sinclair. However, in her Motion to Terminate Guardianship, she claims she has taken no actions as guardian that would require a final accounting. See Exhibit “N.”

44. Additionally, there was never an inventory of Mr. Sinclair’s assets filed with the court by Defendant Cockrell during her time as his guardian.

45. Defendant, Mary Cockrell, breached her fiduciary duty by failing to deliver Mr. Sinclair’s assets to him after the guardianship was terminated. Upon information and belief, Defendant Cockrell created the accounts with Mach 1 Financial Group without Mr. Sinclair’s knowledge and she never informed him of the creation of said accounts, or that she had changed his beneficiary designations, after the guardianship was terminated.

46. Further, Mary Cockrell fraudulently misrepresented to the Court that she had not performed any actions that would require an accounting, significantly harming the estate of Ricky Lynn Sinclair. Accordingly, Plaintiff should be awarded punitive damages against Defendant, Mary Cockrell, for her fraudulent actions during her time as guardian of Ricky Lynn Sinclair.

## **COUNT II – DECLARATORY JUDGMENT (CAPACITY)**

47. Plaintiff restates and incorporates the allegations of fact contained in Paragraph 1 through 36 as if restated fully herein.

48. Ricky Lynn Sinclair was legally declared an incapacitated individual pursuant to an Order of Guardianship from August 26, 2022 until at least January 18, 2023.

49. The primary issue of this Complaint is whether Ricky Lynn Sinclair had sufficient capacity to execute the change of beneficiary designation on his TD Ameritrade account, to open new investment accounts with Mach 1 Financial Group and designate beneficiaries of the accounts, to execute a Last Will and Testament, and to execute a Power of Attorney.

50. All of the aforementioned actions occurred during the time that Ricky Lynn Sinclair was declared legally incapacitated, and all were signed by Mr. Sinclair himself, rather than by the guardian/Defendant, Mary Cockrell, on his behalf.

51. Defendant, Jennifer Ann Poole, was in a confidential relationship with Ricky Lynn Sinclair, as she was in a romantic relationship with him and had moved in with him and was taking care of him while he was continually suffering from a traumatic brain injury.

52. Defendant, Jennifer Ann Poole, either has benefitted or will directly benefit from the transfer of the funds under the beneficiary designations on the TD Ameritrade and Mach 1 Financial Group accounts.

53. For these reasons, Plaintiff respectfully requests this Court declare Ricky Lynn Sinclair lacked the requisite mental capacity to execute the beneficiary designations in favor of Defendant, Jennifer Ann Poole, as the guardianship was still in place declaring him incapacitated at the time the designations were made.



### **COUNT III – DECLARATORY JUDGMENT (UNDUE INFLUENCE)**

54. Plaintiff restates and incorporates the allegations of fact contained in Paragraph 1 through 36 as if restated fully herein.

55. “Undue influence is defined as not the legitimate influence which springs from natural affection but the malign influence that results from fear, coercion, or any other cause that deprives the testator of his free agency in the disposition of his property.” *Matter of Est. of Jelinek*, 2018 Ark. App. 618, 7, 566 S.W.3d 156, 160–61 (2018) (internal citations omitted).

56. “Undue influence on a testator may be inferred from the facts and circumstances. A court may consider whether a signatory was hospitalized or in a weakened state. A court may also consider whether the person who stood to benefit from the instrument's execution was ‘the driving force behind the changes’ or present when the changes were discussed with the signatory and executed.” *Fulk v. Fulk*, 2022 Ark. App. 338, 5–6 (2022) (internal citations omitted).

57. Defendant, Jennifer Ann Poole, was in a confidential relationship with Ricky Lynn Sinclair, as she was his girlfriend and had moved in with him and was taking care of him while he was continually suffering from a traumatic brain injury.

58. Ricky Lynn Sinclair was in a weakened state at the time of execution of the change of beneficiary designation with the TD Ameritrade account, as he was suffering from a traumatic brain injury that eventually was one of the causes of his death.

59. Defendant, Jennifer Ann Poole, either has benefitted or will directly benefit from the transfer of the funds under the beneficiary designations on the TD Ameritrade and Mach 1 Financial Group accounts.

60. Ricky Lynn Sinclair was in a weakened state at the time of the creation and beneficiary designation of the accounts managed by Mach 1 Financial Group, as he was suffering from a traumatic brain injury that eventually was one of the causes of his death.

61. Defendant, Jennifer Ann Poole, utilized her relationship with Ricky Lynn Sinclair and took advantage of his weakened state to her own advantage, depriving the estate of Ricky Lynn Sinclair of the majority of its assets.

62. Accordingly, the beneficiary designations with TD Ameritrade and Mach 1 Financial Group should be declared invalid as a product of undue influence exerted over Ricky Lynn Sinclair.

#### **COUNT IV – INJUNCTIVE RELIEF**

63. Plaintiff restates and incorporates the allegations of fact contained in Paragraph 1 through 36 as if restated fully herein.

64. The beneficiary designation on the Mach 1 Financial Group/TD Ameritrade account ending in 1362 executed by Ricky Lynn Sinclair on December 3, 2022 is void due to his lack of capacity at the time it was executed and/or undue influence exerted over Mr. Sinclair by Defendant, Jennifer Ann Poole.

65. The beneficiary designation on the Mach 1 Financial Group/TD Ameritrade account ending in 1368 executed by Ricky Lynn Sinclair on December 3, 2022 is void due to his lack of capacity at the time it was executed and/or undue influence exerted over Mr. Sinclair by Defendant, Jennifer Ann Poole.

66. The beneficiary designation on the Mach 1 Financial Group/TD Ameritrade account ending in 2346 executed by Ricky Lynn Sinclair on January 25, 2023 is void due to his

lack of capacity at the time it was executed and/or undue influence exerted over Mr. Sinclair by Defendant, Jennifer Ann Poole.

67. Further, the Mach 1 Financial Group/TD Ameritrade accounts ending in 1362, 1368, and 2346 and the beneficiary designations for all accounts were likely created without Mr. Sinclair's knowledge, as Defendant, Mary Cockrell, had dominion and control over these accounts and the signatures by Rick L Sinclair are all electronic signatures. Ricky Lynn Sinclair had no way of knowing that accounts ending in 1362 and 1368 were created during the time that Mary Cockrell was serving as guardian of his estate since she fraudulently misrepresented to the Court that she did not perform any actions that would require an accounting.

68. The Plaintiff requests, that the Court order that Defendant, Jennifer Ann Poole, be enjoined and restrained from disposing of any funds received from either aforementioned account during the pendency of this matter.

69. The Plaintiff requests that, if the funds have not yet been distributed to Defendant, Jennifer Ann Poole, by TD Ameritrade or Mach 1 Financial Group, that the Court enter an order enjoining and restraining TD Ameritrade and Mach 1 Financial Group from distributing aforementioned funds to the named beneficiary during the pendency of this matter. In the alternative, the Plaintiff requests that the Court order that the funds be placed in the Registry of the Court during the pendency of this matter.

70. The Estate of Ricky Lynn Sinclair would be irreparably harmed if the Defendant is permitted to obtain and dispose of funds received under the aforementioned accounts, as they will likely be unrecoverable absent an injunction.

71. The Estate of Ricky Lynn Sinclair is likely to succeed on the merits of the claims herein.

72. Upon proper notice and hearing, the Court should issue a preliminary injunction ordering any funds currently being held by Mach 1 Financial Group, TD Ameritrade, Jennifer Ann Poole or Mary Cockrell to be placed into the Registry of the Court until the conclusion of this action, as irreparable harm will result to the Estate of Ricky Lynn Sinclair in the absence of an injunction.

### **REQUEST FOR RELIEF**

73. Plaintiff restates and incorporates the allegations of fact contained in Paragraph 1 through 36 as if restated fully herein.

74. The Plaintiff Kristen H. Sinclair requests that the Court enter a declaratory judgment finding the Mach 1 Financial Group/TD Ameritrade beneficiary designation in account ending 1362 executed on December 3, 2022 void and set aside the same.

75. The Plaintiff Kristen H. Sinclair requests that the Court enter a declaratory judgment finding the Mach 1 Financial Group/TD Ameritrade beneficiary designation in account ending 1368 executed on December 3, 2022 void and set aside the same.

76. The Plaintiff Kristen H. Sinclair requests that the Court enter a declaratory judgment finding the Mach 1 Financial Group/TD Ameritrade beneficiary designation in account ending 2346 executed on December 3, 2022 void and set aside the same.

77. The Plaintiff reserves the right to amend her pleadings, as there may be further financial accounts of Ricky Lynn Sinclair that beneficiary designations have been changed on during his incapacity.

78. Plaintiff should be awarded punitive damages against Defendants and Defendants should be ordered to pay for the costs of this action, including court costs and attorney's fees.

79. Upon proper notice and hearing, the Court should issue a preliminary injunction ordering any funds currently being held by Mach 1 Financial Group, TD Ameritrade, Jennifer Ann Poole or Mary Cockrell to be placed into the Registry of the Court until the conclusion of this action, as irreparable harm will result to the Estate of Ricky Lynn Sinclair in the absence of an injunction.

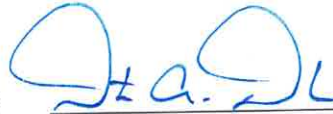
80. A judgment should be entered against the Defendants for any funds that are not returned to Ricky Lynn Sinclair's estate.

81. An expedited hearing should be set on Plaintiff's prayer for injunctive relief.

Wherefore, the Plaintiff, Kristen H. Sinclair, as Personal Representative for the Estate of Ricky Lynn Sinclair, prays the Court enter a declaratory judgment finding that the beneficiary change forms executed by Ricky Lynn Sinclair during periods when he was incapacitated and/or as a result of undue influence are null and void; that Defendants be required to provide a full accounting for any actions taken under the Guardianship or Power of Attorney for Ricky Lynn Sinclair; that Defendants be required to return all property acquired as a result of the void beneficiary designations; for damages on any property that cannot be returned; for punitive damages; and for a preliminary injunction ordering any funds currently being held by Mach 1 Financial Group, TD Ameritrade, or Defendant to be placed into the Registry of the Court until the conclusion of this action; for her costs and attorney fees; and for all other just and equitable relief to which Plaintiff is entitled.

Respectfully Submitted,  
KRISTEN H. SINCLAIR, Personal  
Representative of THE ESTATE OF  
RICKY LYNN SINCLAIR

By:



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